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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

RACHEL CHACON, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

VEGAS.COM, LLC,

Defendant.

Case No.: 2:24-cv-2088

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Rachel Chacon (“Plaintiff”), individually and on behalf of all other persons similarly situated, by and through her attorneys, makes the following allegations pursuant to the investigation of her counsel and based upon information and belief, except as to allegations specifically pertaining to herself and her counsel, which are based on personal knowledge.

NATURE OF THE ACTION

1
2 1. This is a class action suit brought against Defendant Vegas.com, LLC
3 (“Vegas.com”) for ambushing consumers purchasing tickets to entertainment events with hidden
4 junk fees. To get consumers to shop on its platform, Vegas.com advertises fee-less ticket prices,
5 strings consumers along several checkout screens, and continues to represent that artificially low
6 price as consumers input their credit card information, billing information, and ticket delivery
7 information. Then, on the very final confirmation screen, in tiny grey font on the right corner of
8 the screen, far away from the “COMPLETE BOOKING” button, Vegas.com sneaks in a service
9 fee. Because Vegas.com repeatedly represents a fee-less ticket price throughout the entire purchase
10 process, a consumer has no reason to be on the lookout for a tiny grey font fee is hidden in plain
11 sight on the final confirmation page, *after* the consumer has already input her credit card, billing,
12 and delivery information.

13 2. In the context of a Vegas magic show, such a sleight-of-hand would likely get met
14 with applause. But in the context of an online transaction, it tricks consumers into paying fees they
15 never noticed and never agreed to, in violation of various Nevada Deceptive Trade Practices Act
16 provisions.

17 3. Vegas.com’s drip pricing model violates Nevada’s newly enacted Ticket Reseller
18 provision, Nevada Revised Statutes, § 598.397 *et seq.* The law provides that “[a] reseller, a
19 secondary ticket exchange or any affiliate of a reseller or secondary ticket exchange shall not resell
20 a ticket, in person or remotely, without first disclosing to the purchaser the total amount that the
21 purchaser will be charged for the ticket, including any fees which represent a portion of the total
22 amount to be charged.” Nev. Rev. Stat. Ann. § 598.39795 (emphasis added). Here, however,
23 Vegas.com did not “first disclos[e]... the total amount... including... fees.” Instead, in various
24 bright colors, Vegas.com first disclosed a fee-less price, and only thereafter snuck in a fee at the
25 end of the transaction.

PARTIES

9. Rachel Cachon is an individual consumer who, at all times material hereto, was a citizen and resident of Glendale, California. On September 11, 2024 at 1:13 p.m., Plaintiff purchased two admission ticket to a Penn & Teller show at the Rio Hotel & Casino in Las Vegas on September 29, 2024 through Vegas.com, and saw a purchase flow substantially similar to the ones shown in Figures 1–10.

10. Defendant, Vegas.com, LLC, is a Nevada corporation with its principal place of business in Las Vegas, NV. Vegas.com owns and operates the website <http://www.vegas.com>.

FACTUAL BACKGROUND

A. Drip Pricing

11. Vegas.com is one of many online ticket exchange platforms—like Ticketmaster, Eventbrite, or TickPick—that offers consumers the ability to purchase tickets to entertainment events online, via its website or its smartphone app.

12. “Drip pricing” is a type of bait-and-switch pricing method that refers to “the practice of advertising only part of a product’s price upfront and revealing additional charges later as consumers go through the buying process.”²

13. Behavioral economists largely agree that drip pricing causes consumers to overpay, by exploiting people’s drive to complete a commenced purchase.³ By luring people into a transaction with an artificially low price, a website designer can create a sense of commitment from the consumer to the transaction. By making the consumer click through several screens, the website designer forces the consumer to invest time into the transaction. After a seller has introduced surprise fees on the final screen, assuming the consumer even notices the fees, the consumer will still be reticent to leave due to a sense they will incur a loss by abandoning the transaction.

² Mary W. Sullivan, FED. TRADE COMM’N, ECON. ANALYSIS OF HOTEL RESORT FEES (2017), <https://www.ftc.gov/reports/economic-analysis-hotel-resort-fees>.

³ Steffen Huck & Brian Wallace, THE IMPACT OF PRICE FRAMES ON CONSUMER DECISION MAKING: EXPERIMENTAL EVIDENCE 1—3 (Oct. 15, 2015).

1 14. The FTC has sought to regulate undisclosed junk fees, particularly in the live event
2 ticket industry. In 2023, the FTC proposed a rule that would regulate drip pricing and other similar
3 impositions of unfair and deceptive fees and conduct.⁴ The proposed rule is still under
4 consideration.

5 15. As part of the process, the FTC invited public comment on its proposed rule. One
6 such commentator was TickPick, LLC. Like Vegas.com, TickPick is a seller of event tickets.
7 However, unlike Vegas.com, TickPick does not engage in the deceptive practices alleged herein.
8 According to TickPick, “[t]he first price you see for a ticket on TickPick is the price charged for
9 that ticket[,]” which does not include “hidden fees, ever.”⁵

10 16. At the same time, several states, like California and New York, have passed high-
11 profile laws banning surprise junk fees. For example, in August 29, 2022, New York amended its
12 laws to require: “[e]very ... platform that facilitates the sale or resale of tickets shall disclose the
13 total cost of the ticket, inclusive of all ancillary fees that must be paid in order to purchase the
14 ticket, and disclose in a clear and conspicuous manner the portion of the ticket price stated in
15 dollars that represents a service charge ... prior to the ticket being selected for purchase.” N.Y.
16 Arts & Cult. Aff. Law § 25.07(4) (emphasis added). Similarly, on July 1, 2024, California
17 amended its laws to clarify that “[a]dvertising, displaying, or offering a price for a good or service
18 that does not include all mandatory fees or charges” was an “unlawful” “unfair or deceptive act or
19 practice.” Cal. Civ. Code § 1770(a)(29).

20 **B. Vegas.com’s Website**

21 17. When a consumer visits Vegas.com she is brought to a page that allows her to
22 search for Las Vegas shows, hotels, and flights and to specify a time period for those offerings.
23 Additionally, she is provided with a variety of preselected “deals” on various shows being put on in
24 Las Vegas.

25
26 ⁴ Trade Regulation on Unfair or Deceptive Fees, 88 Fed. Reg. 77,420 (proposed Nov. 9, 2023) (to
27 be codified at 16 C.F.R. pt. 464).

28 ⁵ TickPick LLC, Comment Letter on Proposed Rule on Unfair or Deceptive Fees (Nov. 9, 2023),
<https://www.regulations.gov/comment/FTC-2022-0069-6078>.

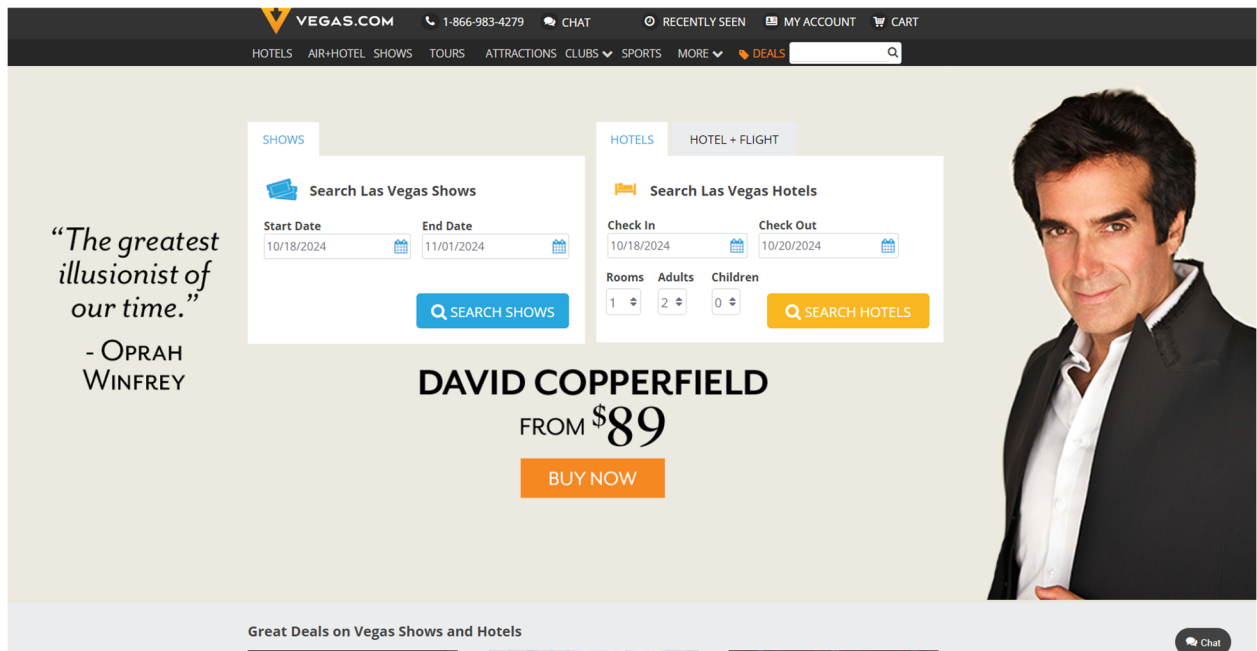


Figure 1

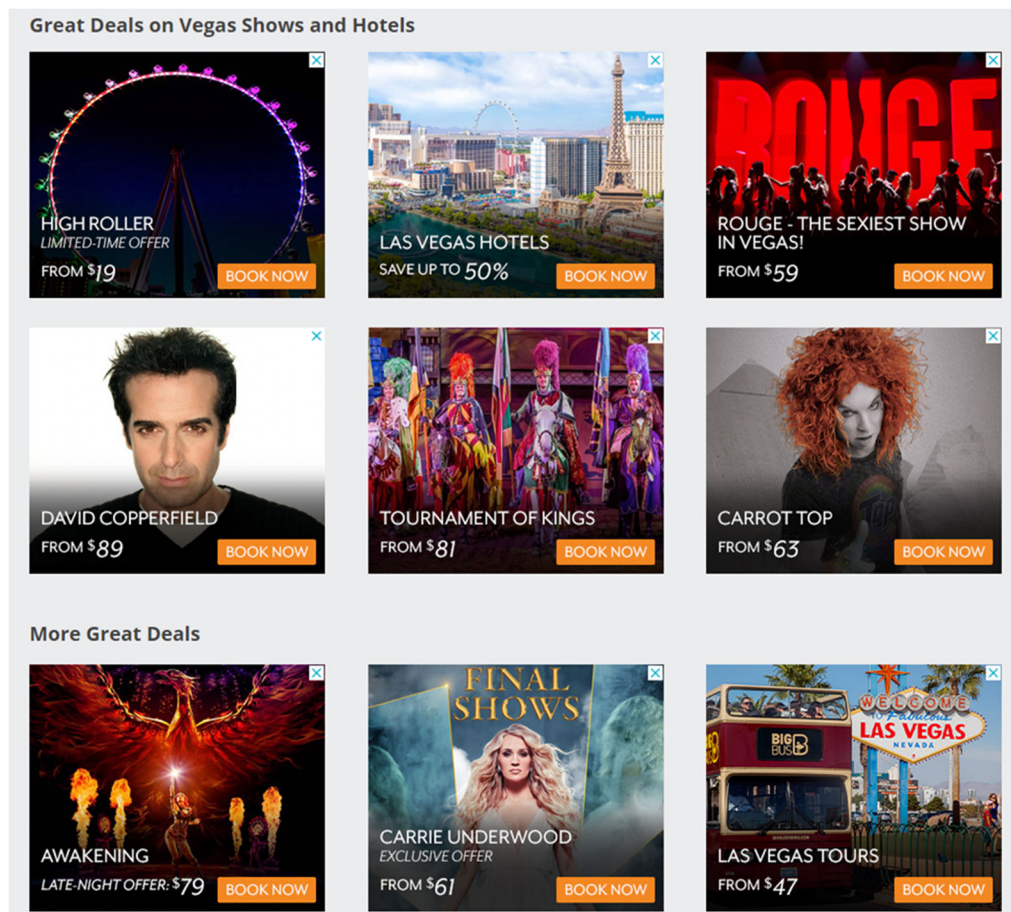


Figure 2

18. When a consumer seeks to purchase tickets to an Awakening dance show in Las Vegas, Nevada, Vegas.com fails to first disclose the total cost of the ticket, inclusive of all ancillary fees. Instead, Vegas.com “first discloses” a fee-less price.

VEGAS.COM 1-866-983-4279 CHAT RECENTLY SEEN MY ACCOUNT CART

HOTELS AIR+HOTEL SHOWS TOURS ATTRACTIONS CLUBS SPORTS MORE DEALS

See all Las Vegas shows Your search: Fri, Oct 18, 2024 - Sun, Nov 17, 2024

AWAKENING

There are 155 people looking at this show

from **\$79**
or as low as **\$8/mo**
✓ **Best Price Guarantee**
Booked in the last 57 minutes

Search Show

Start date
10/18/2024

End date
11/17/2024

Upcoming Shows Description Photos & Videos Map Reviews

This show has been booked 84 times in the past 48 hours
Prices might go up. Lock in a great price for your upcoming trip today!

SELECT A DATE AND TIME See more dates: ▾

DATE	DAY	AVAILABLE TIMES
October 18 - 24		No Performances
October 25	Friday	<div>7:00PM ></div> <div>9:30PM ></div>

Tickets from ~~\$127~~ **\$79** **- 38%** Today!
or from **\$8/mo**

In High Demand - Only 3 tickets Left For Select Performances

Figure 3

SELECT A DATE AND TIMESee more dates: 






DATE	DAY	AVAILABLE TIMES		
October 18 - 24		No Performances		
October 25	Friday	7:00PM >	9:30PM >	Tickets from \$127 - 38% \$79 Today! or from \$8/mo 
In High Demand - Only 3 tickets Left For Select Performances				
October 26	Saturday	7:00PM > 68% sold	9:30PM >	Tickets from \$127 - 38% \$79 Today! or from \$8/mo 
In High Demand - Only 9 tickets Left For Select Performances				
October 27	Sunday	7:00PM >	9:30PM >	Tickets from \$127 - 38% \$79 Today! or from \$8/mo 
In High Demand - Only 9 tickets Left For Select Performances				
October 28	Monday	7:00PM >	9:30PM >	Tickets from \$127 - 38% \$79 Today! or from \$8/mo 
In High Demand - Only 9 tickets Left For Select Performances				
October 29	Tuesday	7:00PM >	9:30PM >	Tickets from \$127 - 38% \$79 Today! or from \$8/mo 
In High Demand - Only 9 tickets Left For Select Performances				

Figure 4

19. Much like California and New York, Nevada also prohibits this behavior. On July 1, 2019, amid much less fanfare than the New York or California laws, Nevada amended its Deceptive Trade Practices Act to add the following provision:

A reseller, a secondary ticket exchange or any affiliate of a reseller or secondary ticket exchange shall not resell a ticket, in person or remotely, without first disclosing to the purchaser the total amount that the purchaser will be charged for the ticket, including any fees which represent a portion of the total amount to be charged.

Nev. Rev. Stat. § 598.39795.

20. The Nevada law further provides that on this same screen:

[A] reseller, a secondary ticket exchange or any affiliate of a reseller or secondary ticket exchange shall not ... Resell a ticket without first informing the purchaser of the location in the entertainment facility of the seat or, if there is no assigned seat, the general admission area to which the ticket corresponds, including, without limitation, the row and section number of the ticket.

Nev. Rev. Stat. § 598.3979.

21. By failing to “first disclos[e] to the purchaser the total amount that the purchaser will be charged for the ticket, including any fees” on this ticket selection screen, Vegas.com violated Nev. Rev. Stat. § 598.39795. Vegas.com then compounded its deception by continuing to misrepresent a fee-less price for tickets through the Checkout process.

22. After the consumer selects the show time she wants to attend, she is then directed to choose the quantity of tickets that she wishes to purchase.

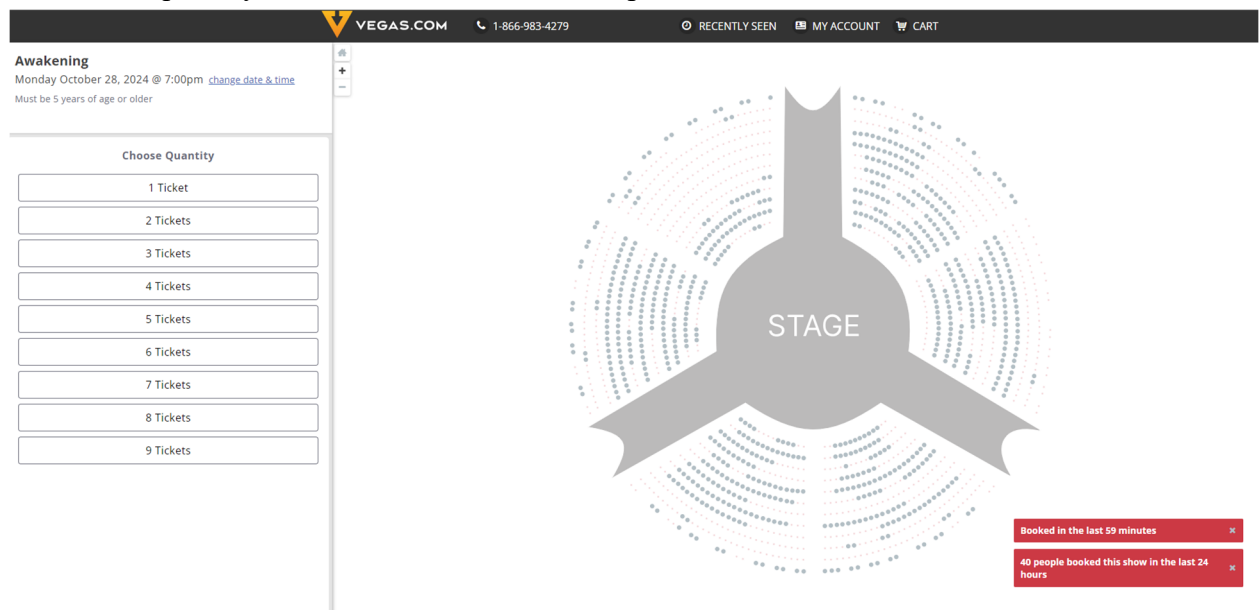


Figure 5

23. The consumer is then provided with a page where she may choose where in the venue she wishes to sit. It is here, for the first time, that any possibility of a fee is disclosed, in tiny grey font, hidden next to the price of the ticket: “+ fees.” Though, the exact fee amount, if any, is not provided and all the ticket prices listed do not include any additional fees. Figure 6, next page.

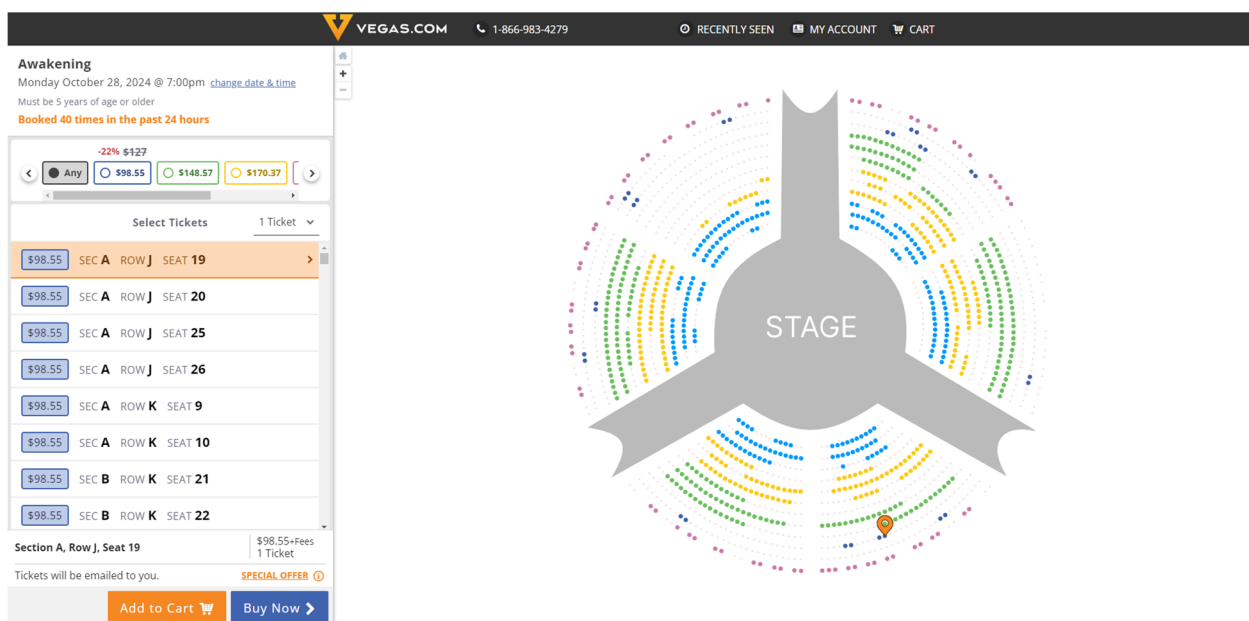


Figure 6

24. At every point in this process, Defendant goads consumers into rushing through the process by falsely portraying a limited supply of tickets through notifications such as “[b]ooked 40 times in the past 24 hours.”

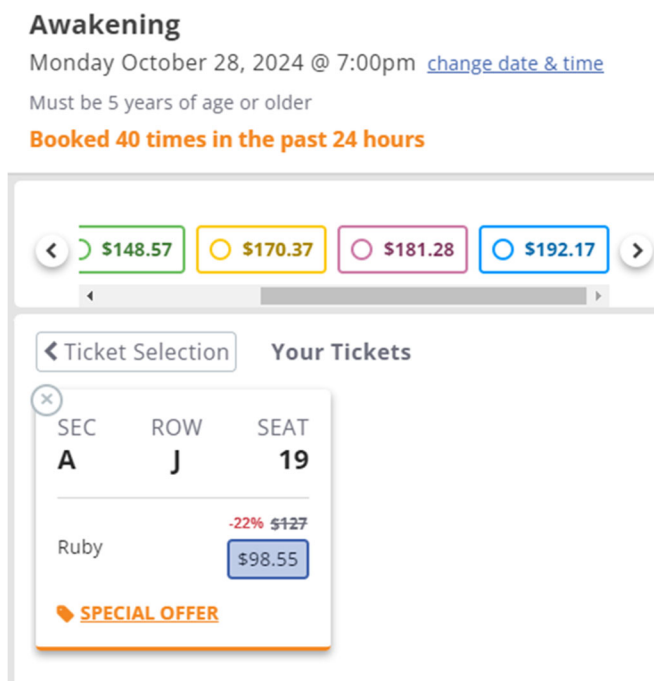


Figure 7

25. After a consumer clicks the blue “Buy Now” button in Figure 6, the consumer is taken to another page that begins the checkout process and asks the consumer for her name, number, and email address which is where the tickets are delivered to.

The screenshot displays the Vegas.com checkout process. At the top, the header includes the Vegas.com logo, a phone number (1-866-983-4279), and links for 'RECENTLY SEEN', 'MY ACCOUNT', and 'CART (1)'. Below the header, a breadcrumb trail reads: 'MY CART > GUEST INFORMATION > BILLING & PAYMENT > CONFIRMATION'. A 'Sign in' link is visible in the top right corner.

The main content area is divided into sections:

- TRAVELER INFO**: Contains two input fields labeled 'FIRST AND LAST NAME' and 'PHONE NUMBER'.
- AWAKENING**: A section header.
- INSTANT TICKET DELIVERY**: A section with a green-bordered box containing two bullet points:
 - Your tickets will be instantly delivered to you via email.
 - Simply scan the tickets on your device upon entry or print the tickets prior to arrival.
- CONFIRMATION EMAIL**: Contains an input field labeled 'EMAIL'.
- ☐ Save my account information
- A disclaimer: 'By clicking on the "Add Payment Info" button below, you acknowledge the following: You agree and accept the Vegas.com Terms & Conditions, Terms of Use, COVID-19 Terms, and Privacy Policy, as well as consent to receive promotional emails. You can manage your email subscriptions at any time.'
- A large orange button labeled 'ADD PAYMENT INFO'.
- A green checkmark icon followed by the text 'Best Price Guarantee'.

Figure 8

26. After a consumer clicks the yellow “ADD PAYMENT INFO” button in Figure 8, she is taken to the page to input her credit card information but is first, once again reminded of the falsely limited supply of tickets.

The screenshot shows the Vegas.com payment page. At the top, there's a navigation bar with 'VEGAS.COM', a phone number '1-866-983-4279', and links for 'RECENTLY SEEN' and 'MY ACCOUNT'. Below this is a breadcrumb trail: 'MY CART > GUEST INFORMATION > BILLING & PAYMENT > CONFIRMATION'. The main content area is divided into two columns. The left column is titled 'PAYMENT' and includes options for 'VISA', 'MasterCard', 'American Express', and 'Discover'. There are also buttons for 'PayPal' and 'G Pay'. Below these are fields for 'CARDHOLDER NAME', 'CREDIT/DEBIT CARD', 'EXPIRATION MONTH' (set to '10'), 'CVV', 'ZIP/POSTAL CODE', and 'COUNTRY' (set to 'UNITED STATES'). A 'TICKET INSURANCE' section is also visible, with a note 'Selection Required'. The right column is titled 'Time Remaining 8:39' and 'CART SUMMARY'. It lists 'AWAKENING' as the event, with a 'SPECIAL OFFER' for 'Ruby 1 Ticket Section A, Row J, Seat 19'. The 'Time left to book tickets' is '7:05 Mon, Oct 28 @ 7:00PM'. The 'Price per ticket' is '\$98.55', the 'Service fee' is '\$14.78', and the 'Ticket subtotal' is '\$113.33'. A notification box in the center reads: 'YOU'RE ALMOST DONE! WE JUST NEED A FEW MORE DETAILS. Complete your booking now to secure your purchase. There are 153 people looking at this right now and it was already booked 41 times today'. At the bottom right, there are links for 'Best Price Guarantee', 'Same incredible rates plus expert advice from Las Vegas locals.', and 'Your payment is secure.'.

Figure 9

27. If the consumer exits out of the notification in Figure 9, she is taken to a billing information page, which asks for the consumer’s credit card number and other payment details, including the consumer’s name and address. Figure 10, next page.

VEGAS.COM 1-866-983-4279

MY CART > GUEST INFORMATION > BILLING & PAYMENT > CONFIRMATION

PAYMENT

☐ VISA ☐ MASTERCARD ☐ AMEX ☐ DISCOVER

☐ Enter a gift card

CARDHOLDER NAME: Stefan Bogdanovich

CREDIT/CARD NUMBER: *****9154

EXPIRATION MONTH: 04 / EXPIRATION YEAR: 2028

CVV: *** What's this?

ZIP/POSTAL CODE: 94506

CITY/STATE: UNITED STATES

TICKET INSURANCE (Selection Required)

Why should you protect your ticket?

- ✓ Get reimbursed up to 100% if you can't attend the event due to a covered illness, injury, delay by a travel carrier, traffic accident, and more.
- ✓ Go to the venue with peace of mind and receive 100% cash back if you miss the event due to mechanical breakdowns, traffic accidents, or other covered reasons.
- ✓ Enhance your experience with 24/7 live assistance to help with parking info, transportation, finding restaurants, and more.

775 people protected their tickets in the last 7 days

☒ Yes, protect my purchase for \$7.00 per ticket (\$7.00 total). (Highly Recommended)

☐ No, do not protect my \$123.28 ticket purchase.

Recommended/offered/sold by Allianz Global Assistance. Underwriter: Jefferson Insurance Company. Plan incl. insurance & assistance services. Terms & exclusions (incl. for pre-existing conditions) apply. [Plan & Pricing details, disclosures, Coverage Alerts](#)

By clicking on the "Complete Booking" button below, you acknowledge the following: You agree and accept the Vegas.com Terms & Conditions, Terms of Use, and Privacy Policy. You understand that your credit card will be charged \$123.28 by Vegas.com and/or our reservation partners.

COMPLETE BOOKING

✓ Best Price Guarantee

JOIN OUR EMAIL LIST FOR EXCLUSIVE DISCOUNTS AND THE LATEST NEWS ABOUT LAS VEGAS. SIGN UP

CART SUMMARY

Time Remaining 4:40

AWAKENING

SPECIAL OFFER

Ruby

1 Ticket

Section A, Row J, Seat 19

Time left to book tickets: 3:06

Mon, Oct 28 @ 7:00PM

Price per ticket \$98.55

Service fee \$14.78

Ticket subtotal \$113.33

Order processing \$9.95

Total due now: \$123.28

Have a promo code?

✓ Best Price Guarantee Learn more

Some incredible rates plus expert advice from Las Vegas locals. 1-866-983-4279

Your payment is secure. Learn more

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Figure 10

28. It is here, in the right-hand side bar on this final screen, far away from the “COMPLETE BOOKING” button, that the fee amount is disclosed for the first and only time. This fee is not bolded, not underlined, not italicized, and in same grey font that is indistinguishable from the surrounding text on the screen. See Figure 10, above.

29. This sleight-of-hand is highly misleading and likely to trick reasonable consumers into paying more for tickets than they believed they would be. Reasonable consumers have no reason to be on the lookout for altered terms of purchase on the confirmation screen after they had

1 been presented with one price, and were continually presented that same price on all other screens,
2 as they submitted their personal information.

3 **D. Plaintiff's Experience**

4 30. On September 11, 2024 Plaintiff Rachel Chacon purchased two tickets for
5 admission to a September 29, 2024 Penn & Teller show at the Rio Hotel & Casino in Las Vegas,
6 Nevada using Vegas.com's website and the checkout flow she viewed was substantively the same
7 as the one depicted in this Complaint. Plaintiff was forced to pay Vegas.com's unlawfully applied
8 fees, even though they were never clearly and conspicuously disclosed to her.

9 31. Plaintiff was harmed by paying this fee under false pretenses. At the time she
10 purchased her tickets, she does not recall even being aware they were charged. Plaintiff and her
11 pocketbook were also harmed by paying this unlawfully applied fee.

12 32. Plaintiff was also harmed by not having the total cost of the tickets disclosed upfront
13 at the start of the purchase process. By not knowing the total cost of the tickets before Plaintiff
14 selected her tickets for purchase from Defendant, Plaintiff could not shop around for tickets from
15 other ticket sellers like EventBrite, or TickPick, just to name a few. As such, Plaintiff had no way
16 of knowing whether she was getting the best deal her money could buy. By hiding its fees,
17 Defendant was able to reduce price competition and cause harm to consumers like Plaintiff.

18 33. At the time Plaintiff purchased her tickets, she was not aware that Defendant's
19 conduct was unlawful. She was not browsing websites in search of legal violations. Instead, she
20 was browsing Defendant's website because she sincerely intended to purchase event tickets, and
21 did, in fact, purchase those tickets.

22 34. Because Vegas.com failed to "first disclose" its fees to Plaintiff, it also harmed
23 Plaintiff by causing her to waste time clicking through several screens. Plaintiff is busy and her
24 time is worth money.

25 **CLASS ALLEGATIONS**

26 35. **Nationwide Class Definition:** Plaintiff seeks to represent a class of similarly
27 situated individuals defined as all persons in the United States who purchased tickets to an event in
28 Nevada using Vegas.com's website from November 7, 2020 to the present.

1 36. **Nevada Subclass Definition:** Plaintiff seeks to represent a class of similarly
2 situated individuals defined as all persons in the state of Nevada who purchased tickets to an event
3 in Nevada using Vegas.com's website or mobile application from November 7, 2020 to the present.

4 37. Members of the Nationwide Class and Nevada Subclass are so numerous that their
5 individual joinder herein is impracticable. On information and belief, members of the Nationwide
6 Class and Nevada Subclass number in the hundreds of thousands. The precise number of
7 Nationwide Class and Nevada Subclass members and their identities are unknown to Plaintiff at
8 this time but may be determined through discovery. Nationwide Class and Nevada Subclass
9 members may be notified of the pendency of this action by mail, email, and/or publication through
10 the distribution records of Defendant.

11 38. Common questions of law and fact exist as to all Nationwide Class and Nevada
12 Subclass members and predominate over questions affecting only individual Nationwide Class and
13 Nevada Subclass members. Common legal and factual questions include, but are not limited to: (a)
14 whether Defendant failed to first disclose the total amount, including all ancillary fees, it would be
15 charging class members before reselling the tickets in violation of Nevada Revised Statutes §
16 598.39795; (b) whether Defendant falsely advertised its ticket selling services as being available
17 free of charge in violation of Nevada Revised Statutes § 598.0915(11); (c) whether Defendant
18 made false and misleading statements of fact concerning the price of its tickets and ticketing selling
19 services in violation of Nevada Revised Statutes § 598.0915(13); and (d) whether Defendant
20 fraudulently altered its written statement of charges in connection with its sale of tickets in
21 violation of Nevada Revised Statutes § 598.0915(14).

22 39. The claims of the named Plaintiff are typical of the claims of the Nationwide Class
23 and Nevada Subclass in that the named Plaintiff and the Nationwide Class and Nevada Subclass
24 sustained damages as a result of Defendant's uniform wrongful conduct, based upon Defendant
25 failing to first disclose the total amount of its tickets, including Defendant's fees, throughout the
26 online ticket purchase process.

27 40. Plaintiff is an adequate representative of the Nationwide Class and Nevada Subclass
28 because her interests do not conflict with the interests of the Nationwide Class and Nevada

Subclass members they seek to represent, she has retained competent counsel experienced in prosecuting class actions, and she intends to prosecute this action vigorously. The interests of Nationwide Class and Nevada Subclass members will be fairly and adequately protected by Plaintiff and her counsel.

41. The class mechanism is superior to other available means for the fair and efficient adjudication of the claims of Nationwide Class and Nevada Subclass members. Each individual Nationwide Class and Nevada Subclass member may lack the resources to undergo the burden and expense of individual prosecution of the complex and extensive litigation necessary to establish Defendant's liability. Individualized litigation increases the delay and expense to all parties and multiplies the burden on the judicial system presented by the complex legal and factual issues of this case. Individualized litigation also presents a potential for inconsistent or contradictory judgments. In contrast, the class action device presents far fewer management difficulties and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court on the issue of Defendant's liability. Class treatment of the liability issues will ensure that all claims and claimants are before this Court for consistent adjudication of the liability issues.

CAUSES OF ACTION

COUNT I

Nevada Revised Statutes § 598.39795 (On Behalf Of The Nationwide Class and Nevada Subclass)

42. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this complaint.

43. Plaintiff brings this claim individually and on behalf of the members of the proposed Class against Defendant.

44. Vegas.com is "a reseller" or "secondary ticket exchange" because it owns, operates, or controls the Vegas.com website and smartphone application, which allows users to buy and sell tickets to various events in Nevada.

45. Vegas.com resold tickets to Plaintiff and Class members.

46. Vegas.com violated Nevada Revised Statutes § 598.39795 by reselling tickets to Plaintiff and Class members "without first disclosing to the purchaser the total amount that the

1 purchaser will be charged for the ticket, including any fees which represent a portion of the total
2 amount to be charged,” as depicted in Figures 3—8 of this complaint.

3 47. On behalf of herself and members of the Nationwide Class and Nevada Subclass,
4 Plaintiff seeks to recover statutory damages from \$1,000 to \$5,000 per violation. *See Nev. Rev.*
5 *Stat. Ann.* § 598.0915.

6 **COUNT II**
7 **Nevada Revised Statutes § 598.0915**
8 **(On Behalf Of The Nationwide Class and Nevada Subclass)**

9 48. Plaintiff hereby incorporates by reference the allegations contained in all preceding
10 paragraphs of this complaint.

11 49. Plaintiff brings this claim individually and on behalf of the members of the
12 proposed Class against Defendant.

13 50. Vegas.com committed several deceptive trade practices in violation of the NDTPA.
14 First, Vegas.com advertised its ticket selling services as being available free of charge with the
15 intent to require payment of undisclosed costs as a condition of receiving the tickets and ticket
16 selling services, as depicted in Figures 3, 4, and 7 of this Complaint. Second, Vegas.com made
17 false or misleading statements of fact concerning the price of its tickets and ticket selling services
18 by quoting consumers a fee-less price for tickets in Figures 3, 4, and 7 of this Complaint. Third,
19 Vegas.com fraudulently altered its written of charges by quoting consumers fee-less ticket prices in
20 Figures 3, 4, and 7 of this Complaint, only to sneak in its fees later during the purchase process, as
21 depicted in Figure 10 of this Complaint.

22 51. Plaintiff and Class members were harmed by paying Vegas.com’s fees.

23 52. Plaintiff and Class members relied on Vegas.com’s false and misleading
24 representations that the cost of the tickets did not include fees in choosing to purchase their tickets.

25 53. Vegas.com’s aforementioned deceptive trade practices tricked Plaintiff and Class
26 members into paying Vegas.com’s exorbitant fees. But for Vegas.com’s deceptive trade practices,
27 Plaintiff and class members would not have either bought tickets from Vegas.com or would have
28 been willing to pay substantially less for them. Had Vegas.com transparently disclosed its charges
service fees, Plaintiff and Class members likely would have purchased tickets to the exact same

1 event from another website, like TickPick or MegaSeats, which do not charge any service fees.
2 *See, e.g.*, <https://www.tickpick.com/>; <https://www.megaseats.com/>.

3 54. As a direct and proximate result of Defendant's violations of the NDTPA, Plaintiff
4 and Class members are victims of "consumer fraud" under Nev. Rev. Stat. Ann. § 41.600(2)(e),
5 and have suffered damages. Plaintiff and Class members thus seek all relief available under Nev.
6 Rev. Stat. Ann. § 41.600, including all damages sustained as a result of Defendant's violations of
7 the NDTPA, and an award of reasonable attorneys' fees and costs of suit.

8 55. On behalf of herself and members of the Nationwide Class and Nevada Subclass,
9 Plaintiff seeks to recover her actual damages, punitive damages, restitution, and reasonable
10 attorneys' fees.

11 **PRAYER FOR RELIEF**

12
13 **WHEREFORE**, Plaintiff, individually and on behalf of the members of the Nationwide
14 Class and Nevada Subclass, prays for judgment as follows:

- 15 (a) For an order certifying the Classes under Rule 23 of the Federal Rules of Civil
16 Procedure and naming Plaintiff as the representatives of the Classes and Plaintiff's
17 attorneys as Class Counsel to represent the Classes;
18
19 (b) For an order declaring that Defendant's conduct violates the statutes referenced
20 herein;
21
22 (c) For an order finding in favor of Plaintiff and the Classes on all counts asserted
23 herein;
24
25 (d) For compensatory and statutory damages in amounts to be determined by the Court
26 and/or jury;
27
28 (e) For prejudgment interest on all amounts awarded;
(f) For an order of restitution and all other forms of equitable monetary relief; and

(g) For an order awarding Plaintiffs and the Classes their reasonable attorneys' fees and expenses and costs of suit.

JURY TRIAL DEMANDED

Plaintiff demands a trial by jury on all claims so triable.

Dated: November 7, 2024

By: /s/Michael Gayan

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